RECORDATION NO/0829 FILED

GOLLATZ, GRIFFIN & EWING, P.C. ATTORNEYS AT LAW

APR 6'98

2-58 PM

213 WEST MINER STREET POST OFFICE BOX 796 WEST CHESTER, PA 19381-0796

PHILADELPHIA OFFICE: SIXTEENTH FLOOR TWO PENN CENTER PLAZA PHILADELPHIA, PA 19102 (215) 563-9400

Telephone (610) 692-9116 Telecopier (610) 692-9177 E-MAIL: GGE@GGE.ATTMAIL.COM DELAWARE COUNTY OFFICE: 205 NORTH MONROE STREET POST OFFICE BOX 1430 MEDIA, PA 19063 (610) 565-6040

ERIC M. HOCKY

April 1, 1998

Hon. Vernon A. Williams, Secretary Surface Transportation Board Mercury Building, #711 1925 K Street, N.W. Washington, DC 20423-0001

Re: Documents for Recordation

Dear Mr. Williams:

I have enclosed an original and nine copies of this letter and the document described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

The document is a Termination and Release of Lien, a secondary document, dated March 31, 1998.

The primary documents to which this is connected were recorded on December 7, 1992 under Recordation Nos. 10823, 10824, 18025, 18027, 18028, 18029, 18030 and 18031.

The names and addresses of the parties to the documents are as follows:

Hon. Vernon A. Williams, Secretary April 1, 1998 Page 2

Secured Party:

Tupelo Realty Trust as assignee of Rockland Trust Company (successor to Middleborough Trust Company) 95 Tupelo Road Marstons Mills, MA 02648

Debtor:

G.B. Leasing Corp.
60 Water Street
Marion, MA 02738

A description of the equipment covered by the respective documents on which the liens are being released follows:

Recordation No.	Equipment
18023	Two GE 44 ton Diesel Electric Locomotives (Serial Nos. 32664 and 30250)
18024	Carson EA-JDC Electromagnetic Tamper (Serial No. 677038)
18025	GM 123½ ton Diesel Electric Locomotive (Serial No. 20897)
18027	Two ALCO Locomotives Model RS-1 (No. 42-Serial No. 76212 and No. 30-Serial No. 81345)
18028	ALCO Locomotive Model RS-4 (Serial No. 78419)
18029	Rail Diesel Coach (ex MBTA No. 6120)
18030	Rail Diesel Coach No. 6122
18031	ALCO Locomotive Model RS-1 (Serial No. 79580)

Hon. Vernon A. Williams, Secretary April 1, 1998 Page 3

Sufficient copies of this letter and the Termination and Release of Lien are enclosed so that each of the liens can be terminated. A fee of \$26.00 for each recordation (a total of \$208) is enclosed. Please return the original and any extra copies not needed by the Board for recordation to:

Eric M. Hocky, Esq.
Gollatz, Griffin & Ewing, P.C.
213 W. Miner Street
P.O. Box 796
West Chester, PA 19381-0796

A short summary of the document to appear in the index follows:

Termination and Release of Lien dated March 31, 1998 by Tupelo Realty Trust as assignee of Rockland Trust Company (successor Middleborough Trust Company) in favor of G.B. Leasing Corp. terminating the lien security interests granted in the equipment covered by various security agreements recorded on December 7, 1992 with the Recordation Nos. 18023, 18024, 18025, 18027, 18028, 18029, 18030, 18031.

Very truly yours,

ÉRIC M. HOCKY

Enclosures

SURFACE TRANSPORTATION BOARD

WASHINGTON, DC., 20423-0001

OFFICE OF THE SECRETARY Eric M. Hocky Gollatz, Griffin & Ewing, P.C 213 West Miner Street Post Office Box 796 West Chester, PA., 19381-0796

DATE: 4/6/98

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C

11301 and 49 CFR 1177.3 (c), on 4/6/98

at 2:58 PM

assigned recordation numbers (s). 10823-A, 10824-A, 10825-C, 10827-M, 10828-A, 10829-B, 10830-E and 10831-C.

Sincerely Yours,

ion A. Williams
Secretary

Enclosure(s)

208.00

\$-----The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee you will receive a notification after the Surface Transportation Board has had an opportunity to examine your document

Kinie m. Fort

RECORDATION NO 1082

TERMINATION AND RELEASE OF LIEN

WHEREAS, G.B. Leasing Corp. ("Debtor") granted a security interest to Rockland Trust Company (as successor to Middleborough Trust Company) in inter alia the collateral described on the attached Schedule A (the "Collateral"), pursuant to a Security Agreement dated _____ (the "Security Agreement"); and

WHEREAS, the indebtedness and security interests in the Collateral were assigned by Rockland Trust Company to Tupelo Realty Trust ("Secured Party"); and

WHEREAS, the indebtedness secured by the Collateral has been paid in full and the Secured Party has agreed to release its interest in the Collateral;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, the undersigned Secured Party hereby terminates, releases discharges any and all of its rights, security interests, liens and other interests in and to the Collateral, and in all increases or profits received therefrom, in all substitutions therefor, and in all proceeds thereof in any form, and hereby terminates, the Security Agreement.

IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release of Lien to be duly executed on this 31day of March, 1998.

Witness:

Tupelo Realty Trust as assignee of Rockland Trust Company (successor to Middleborough Trust Company)

Werlone (Jellans) By: John R. John R.

Title: TRUSTEE

STATE OF Massachusetts)
) SS:
COUNTY OF Brashy)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by John R. JEALING., as the TRASTEE. of Tupelo Realty Trust, freely and voluntarily under authority duly vested in him/her by Tupelo Realty Trust. He/She is personally known to me or who has produced Driver's License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 3/ day of MARCH, 1998.

Stephen Sog
Typed, printed or stamped name of Notary Public

My Commission Expires:

April 5, 2002

Exhibit A



MIDDLEBOROUGH TRUST COMPANY

SECURITY AGREEMENT

To secure the due payment and performance of all of the liabilities and obligations hereunder of the undersigned, herein called "Debtor", to Middlebarough Trust Company of Middlebaro, herein called "Secured Party", and all other liabilities and obligations of Debtor to Secured Party of every name and nature whatsoever, direct or indirect, absolute or contingent, now existing or hereafter arising or acquired, including without limitation the due payment and performance of all liabilities and obligations under a note of even date herewith and all notes given by way of renewal or extension of or in substitution in whole or in part for the same, all hereinafter called the "Obligations".

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	blor's following described pe	on any deposits, balance of crsonal property:	deposits of other terms of	, ,		
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1956, 3	50 HP equipped w	ith caterpillar	type D-342 engir	nes and type (T 555-Al 8	generator
One Gen	eral Electric 44 00 HP equipped w	ton Diesel Elec ith Caterpillar	tric Locomotive, type D 17,000 er	, Serial Numbergines and type	er 30250, t e 5 GT 555	ouilt in 5 Al
generate						
Both pictor To be 1	eased to Bay Col	ony Railroad Cor	poration, 420 Be	edford Street,	Lexington	n, Mass.
l in any and a	all additions, accessions and	accretions thereto and subst	itutes therefor, all hereinaft	er called the "Collaieral	", and in the pro	ceeds thereof.
Debior hereb	by specifies, warrants and cov	renants that:				
	mailing address is: 60 W		Marion (Gity or	· Ma	155. 02738 (State)	(Zie)
	·	narily for: Personal, family	or household purposes	Business (includin	g Profession)	[] Farming
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Herrunto duly authorised

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Middlebarough Trust Company of Middlebaro, herein called "Secured Party", and all other liabilities and obligations of Debiar to Secured Party at every name and nature whatsoever, direct or indirect, obsalute ar contingent, now existing or hereafter orising ar acquired, including without limitation the due payment and performance of all liabilities and obligations under a note of even date here—ith and all notes given by way of renewal or extension of or in substitution in whole or in part for the same.

renewal or extension of or in substitution in whole or in part for the same. for value received. Debtor hereby grants to Secured Party a security interest in all property of Debtor which is now or may hereafter be in Secured Party's possession, including without limitation any deposits, balance of deposits or other sums at any time credited by or due from Secured Party to Debior, and in Debior's following described personal property: Used Canron EA-JDG Electromatic Tamper w/ graphliner, 1700 hrs. Ser. No. 677038 and in any and all additions, accessions and accretions thereto and substitutes therefor, all hereinafter colled the "Collateral", and in the proceeds thereaf. Debtor hereby specifies, warrants and covenants that: 1. Debtor's mailing address is: 60 Water Street, Marion, Mass. 02738 (Street and No - Bos) 47.00 Business (including Profession) 2. The Collateral is ar will be used primarily for: T Personal, family or hausehold purposes Farming 3. The Colleteral will be kept of: Edaville Railroad, Carver, Mass. 4. If the Callateral or any part thereof is ar is to become fixtures, Debtor will upon request furnish Secured Party with a disclaimer or exbardingtion in form satisfactory to Secured Party of their interests in the Collateral from all persons having an interest in the real estate, the name and address of the record owner of and a general description of said real estate being as follows: . If the Collateral or any part thereof is at to be used primarily for business, Debtor's (A) principal and (5, etc.) other places of business are Street and the ! ICH ST Team! Create. *5:3:41 (A) . If the Callateral or any part thereof is an is to be used primarily for farming or for personal, family or necessald purposes, Deater's residence is Description of the Control of the Co Screene Party is authorized and requested to discuss the proceeds of the nate of even date herewith in airs to fillowing named persons! from whom Deproves acquired to the Collareror Depter shall be called a per proportion of the called except thave a group in a representative capacity and all Obligations at Depter of Here then one preson stadies, aintigrations in THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, THE SAME BEING HERE INCORPORATED BY REFERENCE AS FULLY AS IF HERE SET FORTH VERBATIM. DESTOR HAS RELATED A TEX AND CONFIDENCE OF OF THIS AGREEMENT AT THE DIME OF DESTOR'S EFECTION AND DESIRED THEREOF 10 87 Signed, second and devered of Middlebora, Massachusetts this 11th au- cit March Executed in the contract DISTORY



To secure the due payment and performance of all of the liabilities and obligations hereunder of the undersigned, herein called "Debtar", to Middleborough Trust Campany of Middleboro, herein called "Secured Party", and all other liabilities and obligations of Debtar to Secured Party of every name and nature whatsoever, direct or indirect, absolute or contingent, now existing or hereafter arising or acquired. Including without limitation the due payment and performance of all liabilities and obligations under a note of even date herewith and all nates given by way of renewal or extension of or in substitution in whole or in part for the same.

For value received, Debtor hereby grants to Secured Party a security interest in all property of Debtor which is now or may hereafter be in Secured Party's passession, including without limitation any deposits, balance of deposits or other sums at any time credited by or due from Secured Party to Debtor, and in Debtor's following described personal property:

eblor	r, and in Debtor's following described personal property:	ton			•
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# 21	0897 leased to Bay Colony Railro	oad Corporation	on, 420 Bedfor	d Street, Lexin	gton, MA
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d in	ony and all additions, accessions and accretions theret	to and substitutes there	for all bereinglier called	the "Collateral" and in	the proceeds thereof
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7.	Secured Party is authorized and requested to disburi- trom whom Debtor is acquiring the Callateral:	ie the proceeds of the	note of even date here	with, if any, to the follow	ing named person(s)
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	INCORPORATED BY REFERENCE AS FULLY AS IF HE				
DE	BTOR HAS RETAINED A TRUE AND COMPLETED COPY (OF THIS AGREEMENT A	T THE TIME OF DEBTO	S EXECUTION AND DELI	VERY THEREOF.
	Signed, sealed and delive	red at Middlebora, Mc	ussachusetts this 31st	day of July	19 87
cule	Min Presence of:		G.B. Leasing	,	
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	The day of the color		/ Leonge	() Fully	



To secure the due payment and performance of all at the liabilities and obligations hereunder of the undersigned, herein called Debtor, to Middleborough Trust Company of Middleboro, herein called "Secured Party", and all other liabilities and obligations of Debtor to Secured Party at every name and nature whatsoever, direct or indirect, absolute or contingent, now existing or hereafter arising or acquired. including without limitation the due payment and performance of all liabilities and obligations under a note of even date herewith and all notes given by way of all hereinafter called the "Obligations", renewal or extension of or in substitution in whole or in part for the same,

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6. If the Collateral or any part thereof is or is to be used primarily for farming or for personal, family or household purpose as follows: (Street and No.) (City or Town) (County) 7. Secured Party is authorized and requested to disburse the praceeds of the note of even date herewith, if any, to the for from whom Debtar is acquiring the Collateral: "Debtar" shall include all persons signing below as Debtar except those signing in a representative capacity, and all Obligate and person, shall be joint and several. THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND PROVISIONS SET FORTH ON THE REVERSE SIDE HERE INCORPORATED BY REFERENCE AS FULLY AS IF HERE SET FORTH VERBATIM. DEBTOR HAS RETAINED A TRUE AND COMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND IN Signed, sealed and delivered at Middleboro, Massachusetts this 19th day of Ma	tions of Debtor, if mo
6. If the Collateral or any part thereof is or is to be used primarily for farming or for personal, family ar household purpose as follows: (Street and No.) (City or Town) (County) 7. Secured Party is authorized and requested to disburse the praceeds of the note of even date herewith, if any, to the for from whom Debtor is acquiring the Collateral: "Debtor" shall include all persons signing below as Debtor except those signing in a representative capacity, and all Obligate one person, shall be joint and several. THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND PROVISIONS SET FORTH ON THE REVERSE SIDE HERE INCORPORATED BY REFERENCE AS FULLY AS IF HERE SET FORTH VERBATIM. DEBTOR HAS RETAINED A TRUE AND COMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED	tions of Debtor, if mo
6. If the Collateral or any part thereof is or is to be used primarily for farming or for personal, family ar household purpose as follows: (Street and No.) (City or Town) (County) 7. Secured Party is authorized and requested to disburse the praceeds of the note of even date herewith, if any, to the for from whom Debtor is acquiring the Collateral: "Debtor" shall include all persons signing below as Debtor except those signing in a representative capacity, and all Obligate one person, shall be joint and several. THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND PROVISIONS SET FORTH ON THE REVERSE SIDE HERE INCORPORATED BY REFERENCE AS FULLY AS IF HERE SET FORTH VERBATIM. DEBTOR HAS RETAINED A TRUE AND COMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND INCOMPLETED	llowing named person tions of Debtor, if mo OF, THE SAME BEIN DELIVERY THEREOF.



To secure the due payment and performance of all of the liabilities and obligations hereunder of the undersigned, herein called "Debtor", to Middleborough Trust Company of Middleborough Secured Party", and all other liabilities and obligations of Debtor to Secured Party of every name and nature whatsoever, direct or indirect, absolute or contingent, now existing or hereafter arising ar acquired. Including without limitation the due payment and performance of all liabilities and obligations under a note of even date herewith and all notes given by way of renewal or extension of or in substitution in whole or in part for the same. all hereinafter falled the "Obligations".

For value received, Debtor hereby grants to Secured Party a security interest in all property of Debtor which is now or may hereafter be in Secured Party's passession, including without limitation any deposits, balance of deposits or other sums at any time credited by or due from Secured Party to Debtor, and in Debtor's following described personal property: Alco 1,000 house power Model S-4 Locomotive Serial #78419 and in any and all additions, accessions and accretions thereto and substitutes therefor, all hereinafter called the "Collateral", and in the proceeds thereaf. Debtor hereby specifies, warrants and covenants that: 1. Debtor's mailing address is: 60 Water Street 02738 (Street and No. - Bes) 2. The Collateral is or will be used primarily for:

Personal, family or household purposes Business (including Profession) ☐ Farming 3. The Colloteral will be kept of Edaville Railroad, Off Rochester Road, Carver, Plymouth, (Street and No.) 4. If the Collateral or any part thereof is or is to become fixtures, Debtor will upon request furnish Secured Party with a disclaimer or subordination in form satisfactory to Secured Party of their interests in the Collateral from all persons having an interest in the real estate, the name and address of the record owner of and a general description of said real estate being as follows: 5. If the Collateral or any part thereof is or is to be used primarily for business, Debtor's (A) principal and (B, etc.) other places of business are Plymouth 6. If the Collateral or any part thereof is or is to be used primarily for farming or for personal, family or household purposes, Debtor's residence is as follows: (City or Town) 7. Secured Party is authorized and requested to disburse the proceeds of the note of even date herewith, if any, to the following named person(s) from whom Debtor is acquiring the Collateral: "Debtor" shall include all persons signing below as Debtor except those signing in a representative capacity, and all Obligations of Debtor, if more than one person, shall be joint and several. THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, THE SAME BEING HERE INCORPORATED BY REFERENCE AS FULLY AS IF HERE SET FORTH VERBATIM DEBTOR HAS RETAINED A TRUE AND COMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND DELIVERY THEREOF. Signed, sealed and delivered at Middleboro, Massachusetts this 14th day of September 10 89

By Mercunts duly authorized (Titte)

To secure the due payment and performance of all of the liabilities and obligations hereunder of the undersigned, herein called "Debtor", to Middleborough Trust Company of Middleboro, herein called "Secured Party", and all other liabilities and obligations of Debtor to Secured Party of every name and nature whatsoever, direct or indirect, absolute or contingent, now existing or hereafter arising or acquired, including without under a note of even date herewith and all notes given by way of all hereinafter called the "Obligations".

limitation the due payment and performance of all liabilities and abligations renewal or extension of or in substitution in whole or in part for the same, For value received, Debtor hereby grants to Secured Party a security interest in all property of Debtor which is now or may hereafter be in Secured Party's possession, including without limitation any deposits, balance of deposits or other sums at any time credited by or due from Secured Party to Debtor, and in Debtor's following described personal property: Rail Diesel Coach (RDC) PXMBTA #6120, original Boston & Maine #6120 and in any and all additions, accessions and accretions thereto and substitutes theretor, all hereinafter called the "Collateral", and in the proceeds thereof. Debtor hereby specifies, warrants and covenants that: 60 Water Street Marion 02738 1. Debtor's mailing address is:____ (Street and No. - Box) (City or Town) 2. The Collateral is or will be used primarily for:

Personal, family or household purposes

Cape Cod Railroad 60 Water St., Marion, Plymouth, MA Business (including Profession) ☐ Farmina 3. The Collateral will be kept at:_ (City of Town) (Street and No.) 4. If the Collateral or any part thereof is or is to become fixtures, Debtor will upon request furnish Secured Party with a disclaimer or subordination in form satisfactory to Secured Party of their interests in the Collateral from all persons having an interest in the real estate, the name and address of the record owner of and a general description of said real estate being as follows: 5. If the Callateral or any part thereof is or is to be used primarily for business, Debtor's (A) principal and (B, etc.) other places of business are as follows: (Street and No.) (City or Town) (County) 60 Water Street Plymouth Marion (B) 6. If the Collateral or any part thereof is or is to be used primarily for farming or for personal, family or household purposes, Debtor's residence is as follows: __ (Sireet and No.) (County) (City or Town) 7. Secured Party is authorized and requested to disburse the proceeds of the note of even date herewith, if any, to the following named person(s) from whom Debtor is acquiring the Collateral: "Debtor" shall include all persons signing below as Debtor except those signing in a representative capacity; and all Obligations of Debtor, if more THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, THE SAME BEING HERE INCORPORATED BY REFERENCE AS FULLY AS IF HERE SET FORTH VERBATIM. DEBTOR HAS RETAINED A TRUE AND COMPLETED COPY OF THIS AGREEMENT AT THE TIME OF DEBTOR'S EXECUTION AND DELIVERY THEREOF. 19 90 Signed, sealed and delivered at Middleboro, Massachusetts this Uth day of ing Corp. Executed in Presence of 1000 B. bartholomew, Presume

By Hereunto duly authorized

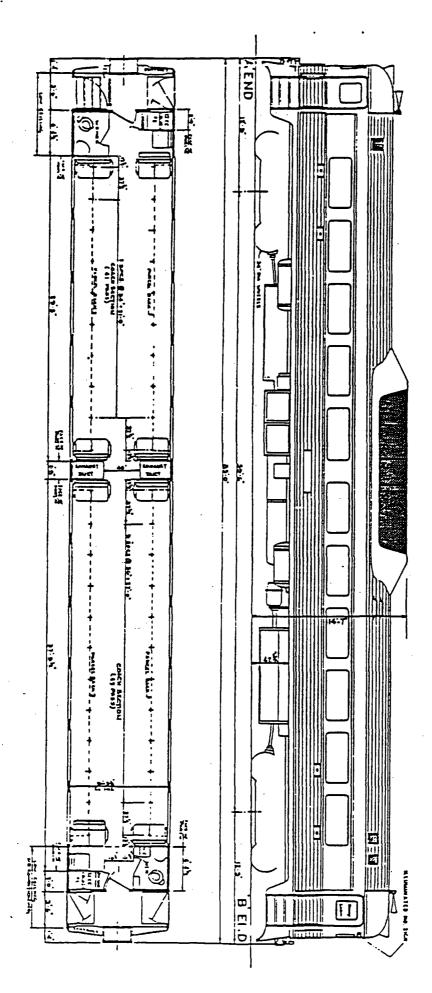
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To secure the due payment and performance of all of the liabilities and obligations hereunder of the undersigned, herein called "Debtor", to Middleboraugh Trust Company of Middlebora, herein called "Secured Party", and all other liabilities and obligations of Debtor to Secured Party of every name and nature whatspever, direct or indirect, absolute or contingent, now existing or hereafter arising or acquired, including without limitation the due payment and performance of all liabilities and obligations under a note of even date herewith and all notes given by way of renewal or extension of or in substitution in whole or in part for the same, all hereinofter called the "Obligations",

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199	ony and all additions, accession	ns and accretions (hereto and substitutes th	eretor, all hereinatter	called the "Coll	iteral", and in the p	roceeds there
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It seats 90, on walkover seats. RDC-1 is strictly for carrying passengers.



Weight, light

Weight, ready to run

Normal maximum weight (including 90 passengers)

113,200 pounds

118,000 pounds

131,900 pounds

SK-22833

NOTE: FLUTING WRAPPED AROUND ENDS OF CARS NOT USED ON B&M EQUIPMENT. (DRAWINGS REPRESENT. 2ND GENERATION CARS.)





To secure the due payment and performance of all of the liabilities and obligations hereundered the undersigned, herein called "Debtor", to Middleborough Trust Campany of Middleboro, herein called "Secured Party", and all other liabilities and obligations of Debtor to Secured Party of every name and nature whatsoever, direct or indirect, absolute or contingent, now existing or hereafter arising or acquired. including without limitation the due payment and performance of all liabilities and obligations under a note of even date herewith and all notes given by way of renewal or extension of or in substitution in whole or in part for the same, all hereinofter called the "Obligations",

For value received, Debtor hereby grants to Secured Party a security interest in all property of Debtor which is now or may hereafter be in Secured Party's passession, including without limitation any deposits, balance of deposits or other sums at any time credited by or due from Secured Party to Debtor, and in Debtor's following described personal property:

Lease Contract between G.B. Leasing Corp. and Bay Colony Railroad dated

One (1) Alco RS1 1,000 HP Road Switching Locomotive Diesel Elecgric #79580 builtin 1952

			
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in any and all additions, accessions and accretions thereto and substitutes the	eretor, all hereinafter called the "C	ollateral", and in the p	proceeds there
Debtor hereby specifies, warrants and covenants that:			
	Marion	MA	02780
. Debtor's mailing address is: 60 Water Street (Street and No. — Box)	(City or Town)	(State)	(249)
. The Callateral is ar will be used primarily for: Tersonal, family or hous	sehold purposes Lexington	(including Profession)	☐ Farmi MA
I. The Collateral will be kept at: 420 Bedford STreet (Street and No.)	(City or Town)	(County)	(State)
6. If the Callateral or any part thereof is or is to become fixtures, Debtor tion in form satisfactory to Secured Party of their interests in the Collate address of the record owner of and a general description of said real estence.	ral from all persons having an int		
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as follows: (Street and No.) (City or Town)	(Camera)	(Sta	at a l
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EBTOR HAS RETAINED A TRUE AND COMPLETED COPY OF THIS AGREEMENT	T AT THE TIME OF DEBTOR'S EXEC	LUTION AND DELIVERY	r THEREOF.
Signed, sealed and delivered at Middlebora,	Massachusetts this 30th day of	January	198
ed in Presence of: d	OR G.B. Leasing Com	•	
DAN ON DOCUMENT		\rightarrow $/$	gre.
100 870	By Hereunte duly authorized	1. 1	(T)c
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	Hereunto duly authorized		CTIL
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